

TOWNSHIP OF BEDMINSTER

AND

PBA LOCAL 366

JANUARY 1, 2014 – DECEMBER 31, 2018

## **PREAMBLE**

This general Agreement is made and entered on this 17<sup>th</sup> day of February, 2015 by and between the TOWNSHIP OF BEDMINSTER, a municipality in the County of Somerset, hereinafter called the "Township" and the BEDMINSTER TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO.366, hereinafter called the PBA. This Agreement represents the complete and final understanding on all negotiable issues by the Township and the PBA.

**WHEREAS**, the Township has an obligation pursuant to N.J.S.A. 34:1-1, et seq., as amended, to negotiate with the PBA as the representative of Officers and Sergeants—hereinafter referred to as "Officers" or "Police Officers" — with respect to the terms and conditions of employment; and

**WHEREAS**, the parties hereto have carried on good faith collective negotiations for the purpose of developing and concluding a general contract covering wages, hours of work, and other conditions of employment in order that more efficient and beneficial public service may be rendered; and

**WHEREAS**, the Township and the PBA believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefit of the general public and Police Officers.

**NOW, THEREFORE**, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Officers of the Township recognized as being represented by the PBA, as follows:

## **ARTICLE 1**

### **RECOGNITION AND SCOPE OF AGREEMENT**

**Section 1.** For the purpose of collective negotiations the Township of Bedminster hereby recognizes the PBA as the sole and exclusive representative of all the Officers in the negotiating unit, consisting of all sworn regular, full-time Police Officers and Sergeants who are members of the Police Department of the Township of Bedminster, New Jersey, now employed or hereafter employed, except the Lieutenant and Chief of Police.

**Section 2.** This Agreement shall be binding upon the parties and their successors.

## **ARTICLE 2**

### **DISCRIMINATION AND COERCION**

**Section 1.** The parties to this Agreement agree that there should be no discrimination, interference or coercion by the Township or the PBA because of an Officer's membership or non-membership or activity or inactivity in the PBA. Neither the Township nor the PBA shall discriminate against any Officer because of disability, age, race, creed, color, national origin, sexual orientation, political affiliation or gender.

## **ARTICLE 3**

### **MANAGEMENT OF TOWNSHIP AFFAIRS**

**Section 1.** The Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement and by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting, the following rights:

1. To maintain executive management and administrative control of the Township government, its properties and facilities, and activities of its Officers;
2. To hire all Officers and, subject to the provisions of law, determine their qualifications and conditions for continued employment or assignment, and to promote and transfer Officers;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To assign duties and work shifts;
5. To place newly hired officers on any step of the salary guide upon being hired;  
and
6. To make or amend rules, regulations and policies governing the operation of the Department and its Officers.

**Section 2.** The exercise of the powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices; and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement; and then only to the extent that its specific and express terms are in conformance with the Constitution and Laws of New Jersey and the United States and the ordinances of Bedminster Township.

**Section 3.** Nothing contained in this Agreement shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and 40A of the New Jersey Statutes or any other national, state, county or local laws or ordinances.

## **ARTICLE 4**

### **SENIORITY**

**Section 1.** Seniority is defined to mean the accumulated length of continuous service with the Bedminster Police Department, computed from the last date of hire.

**Section 2.** Senior Officers within any given rank shall be the last to be laid off and the first to be rehired.

**Section 3.** A Police Officer's length of service shall not be reduced by the time lost due to authorized leave of absence for military leave or illness or injury not in excess of one (1) year as certified by a licensed physician.

**Section 4.** In the event of a vacancy on a shift or squad, or in the event that a shift reassignment is necessary for Department operations, the shift or squad assignment made by the Chief of Police shall be based on seniority absent compelling reasons, such as discipline, productivity, personality conflicts, special skills, or supervision.

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

**Section 1.** Newly hired Police Officers shall be required to complete twelve (12) months of probationary service from the date of hire or the date of completion of police academy training, whichever is later. If a probationary officer has already attended and completed the Academy when hired, the probationary period may be extended for up to an additional three (3) months by the Township Committee upon the recommendation of the Chief of Police.

**Section 2.** Upon satisfactory completion of the probationary period, Police Officers shall obtain seniority status based upon original date of hire.

**Section 3.** Police Officers shall have no seniority rights during the probationary period. Their employment may be terminated at any time at the sole discretion of the Township Committee. Termination during the probationary period shall not be subject to any grievance or discipline provisions of this Agreement.

## **ARTICLE 6**

### **INTERRUPTION OF EMPLOYMENT AND WORKING TIME**

**Section 1.** The Township and the PBA recognize the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. There should be no interruption with this operation.

The Township recognizes that Police Officers have never contemplated any strikes, slowdowns, or job actions; nor would they contemplate any such actions.

Police Officers recognize that the Township is interested in amicable resolving any differences or disputes concerning terms and conditions of employment.

**Section 2.** Police Officers shall work in accordance with the schedule established by the Chief of Police. Police Officers may be granted the right to exchange tours of duty with the approval of the Police Chief or his designee.

**Section 3.** Work cycles, overtime compensation and compensatory time shall be governed by the Fair Labor Standards Act in the absence of any written agreement between the Township and its Officers. Such agreement may be made without reopening contract negotiations.

**Section 4.** Officers will consider their position in the Police Department as their primary job. Any and all outside employment will not interfere in any manner with an Officer's job efficiency/attendance or constitute a conflict of interest.

## **ARTICLE 7**

### **HEALTH PROGRAMS**

**Section 1.** The Township shall maintain the currently provided hospital and medical insurance program and the currently provided dental program for all officers who elect enrollment in these programs. The Township shall retain the right to purchase or continue coverage from any insurance carrier who provides the same or better insurance coverage as the current programs.

**Section 2.** If an Officer does not wish to be covered by the Township insurance program, he or she shall not be entitled to receive the cash equivalent in lieu of the premium.

**Section 3.** The Township will provide the PBA with the current brochure or summary plan description describing the current health program, whose provision shall be incorporated in this Agreement by reference.

**Section 4.** Under the current CJHIF Plan, Officers may elect to enroll in any hospital and health insurance program offered by this Plan for themselves and their dependents. Subject to Section 5, the Township shall pay only for coverage under the Aetna Open Access \$15 with Rx. Officers electing to participate in another program offered by the CJHIF Plan shall pay the difference in premium cost between the Aetna Open Access \$15 with Rx and the selected program, in addition to the contribution required by PL 2011, Ch. 78. The total annual contribution shall be deducted from the Officer's pay in equal installments beginning January 1<sup>st</sup> of each year of this Agreement and continuing through the last pay period of the calendar year.

**Section 5.** Effective January 1, 2014, in addition to any payment required by Section 4 above, Officers shall contribute toward the premium cost of all health insurance coverage provided for in this Agreement as required by PL 2011, Ch. 78. The Township will set up a section 125 plan with its payroll company so that the above contributions are pre-tax.

**Section 6.** The Township will reimburse Officers for corrective eye devices and eye examinations according to the following schedule:

2014 - \$200.00	
2015 - \$200.00	Maximum of \$400.00
2016 - \$200.00	Maximum of \$400.00
2017 - \$200.00	Maximum of \$400.00
2018 - \$200.00	Maximum of \$400.00

Any unused balance may be carried over into the following year, to be available for that year only, for a maximum allowable amount of the total of the two years. No more than the total of the total allowable sums shall be used within a two-year period. At the end of the second year, the cumulative balance will be erased, and an Officer will have the next year's amount available the following year. Upon submission of appropriate receipts, the Township will provide repayment.

**Section 7.** Effective upon the signing of this Agreement, officers with proven alternative health insurance coverage may waive Township-provided health insurance. If two (2) or less Township employees waive coverage, Officers who waive coverage of a family plan will receive a payment of \$3,000 once per year, or \$2,000 once per year for waiving parent/child, or husband/wife coverage. If more than three (3) Township employees waive coverage, Officers who waive coverage of a family plan will receive a payment of \$4,000 once per year, or \$3,000 once per year for waiving parent/child, or husband/wife coverage. Any waivers that are less than a full year shall be pro-rated.



## **ARTICLE 8**

### **COLLEGE CREDITS AND TUITION REIMBURSEMENT**

**Section 1.** The Township agrees, subject to the yearly cap set forth below, to reimburse all Officers for courses taken in one complete degree program related to law enforcement — undergraduate, graduate, or PhD. This degree program shall be approved prior to matriculation by the Police Chief and Township Administrator. Should the selection be denied, the Officer may appeal to the Township Committee. This reimbursement shall be at the credit hour rate of Rutgers, the State University, for either the undergraduate or graduate level, whichever applies. Compensation will be paid upon proof of successful completion of the course work. Successful completion is a grade of “C” or higher for undergraduate and “B” or higher for graduate courses. College reimbursement shall be capped at \$15,000 per year for the entire bargaining unit.

If a Police Officer leaves the employ of the Township Police Department within six months after receiving the tuition reimbursement, he or she shall refund this tuition payment to the Township which may be deducted from his or her final paycheck.

**Section 2.** The Township shall pay the tuition and fees for classes, seminars, and training courses required as part of police work. Should attendance necessitate an overnight stay, with approval of the Chief of Police, the Township will pay up to \$100 of expenses per day upon presentation of receipts.

## **ARTICLE 9**

### **OCCUPATIONAL INSURANCE**

**Section 1.** The Township shall provide insurance coverage to Officers included under this Agreement, protecting them from criminal and civil suits arising out of the performance of their duties, as required by law.

**ARTICLE 10**  
**CLOTHING ALLOWANCE**

**Section 1.** Newly hired Police Officers shall be entitled to an initial clothing allowance for necessary clothes and equipment as itemized in Section 4 of this Article. This initial allowance shall constitute the complete outfitting of the new Officer for the next twelve (12) months. Officers who will attend an academy shall have an appropriate uniform/clothing allotment to include academy uniforms and attire as required by the respective academy.

**Section 2.** All full-time Police Officers shall receive \$450.00 in annual allowance for the maintenance, cleaning, and repair of police clothing shoes, arms, and furnishings. Officers may use the annual allowance to purchase uniform parts by submitting receipts to the Township Administrator or using a Bedminster purchase order with an approved vendor. Any remaining unused balance of the \$450 will be paid to the officer via check on November 1.

**Section 3.** Effective January 1, 2010, annual clothing allowance was rolled into base pay. All clothing and equipment shall conform to the current uniform policy of the Department.

All Police Officers covered by this Agreement shall be subject to inspections to insure compliance with the Departmental uniform policy and for any other purposes for which inspections may be held. Failure to comply with the Departmental uniform policy may result in disciplinary action against the offending Police Officer.

**Section 4.** The Township shall supply newly hire Officers with the following list of equipment allotment: Current Officers shall select from this list for their purchase of clothing, shoes, arms, and furnishings

**Clothing**

4 long sleeve shirts

**Belts and Accessories**

1 pant belt

4 short sleeve shirts

2 collared t-shirts

4 pair pants

1 winter jacket

1 lightweight jacket

1 full BDU uniform

1 full-length raincoat

Shoes

1 pair rubber storm boots

1 pair boots

Badges

2 breast

1 hat

1 off duty

1 accessory duty belt

1 holster

1 handcuff & handcuff case

1 ammo pouch

1 baton & baton holder

4 belt keepers

1 buckle

1 OC spray & holder

1 stinger rechargeable flashlight & holder

Hats

1 duty

1 rain cover

Miscellaneous

1 nameplate

1 tie & clip

1 aluminum clipboard

**Section 5.** In special cases of clothing damage sustained in the performance of official duties, the Police Chief may authorize payment for this damage, and the Township shall pay.

**Section 6.** All newly hired Officers and full-time Officers who need a vest shall be issued soft body armor vest at the expense of the Township. The Officer shall have full discretion in the choice of the brand purchased. The Township shall replace the vest upon its documented expiration date.

**Section 7.** Officer assigned to the Detective Bureau will keep a full and complete uniform as per the Standard Uniform and Appearance policy.

## **ARTICLE 11**

### **OVERTIME AND DEPARTMENT MEETINGS**

**Section 1.** All work in excess of the regularly scheduled shift time and daily scheduled hours shall be considered overtime, and shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate. In the event that an Officer is summoned to serve an overtime period not contiguous to the beginning or end of an Officer's scheduled shift, the Officer shall receive a minimum of three (3) hours of overtime pay for the overtime worked. Should the overtime occur contiguous to the start or end of a shift, the Officer shall be paid overtime pay only for the actual overtime worked. Payment of overtime shall continue to be made during the current and next succeeding pay periods as it is earned.

**Section 2.** The Chief may, at his discretion, call up to a maximum of two (2) departmental meetings per year and all Officers are required to attend such meetings, unless excused by the Chief. Those Officers not on duty shall be compensated for attending such meetings at the overtime rate of time and one-half.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

**Section 1.** All Officers covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work up to a maximum of five (5) days leave of absence when a death occurs in the immediate family of the Officer and three (3) days leave of absence to attend the funeral of grandparent, grandchild, brother-in-law, sister-in-law, aunts and uncles, if needed. The term "immediate family" is defined to mean husband, wife, child, domestic partner, parent, brother, sister, mother-in-law or father-in-law of a full-time Officer; it being understood and agreed that bereavement pay shall only be paid once for death of mother-in-law and once for death of father-in-law. In special circumstances, the Chief shall have the discretion to extend such leave. The term "brother-in-law" shall include only: the brother of one's spouse, the husband of one's sister, the husband of one's spouse's sister. The term "sister-in-law" shall include only: the sister of one's spouse, the wife of one's brother and the wife of one's spouse's brother.

**Section 2.** Leave permitted by this Article must be utilized within two (2) weeks from date of death.

## **ARTICLE 13**

### **SALARIES**

**Section 1.** The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The PBA and each Police Officer will maintain and continue to improve services to the community while the Township agrees to cooperate with the PBA to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Township agrees to improve the salaries for all Officers covered by this Agreement.

Officers hired prior to January 1, 2014 shall be paid the salary as is set forth in Schedule A, attached hereto and made a part hereof.

Officers hired on or after January 1, 2014 shall be paid the salary as if set forth in Schedule B, attached hereto and made a part hereof.

**Section 2.** A newly hired Officer with academy training shall be paid at Probationary Level for the first twelve (12) months of employment as a Probationary Officer, or to the next January 1, whichever occurs last. Subsequent step increases will occur on January 1. For example, an officer hired on July 1, 2014 will remain at the probationary pay level until January 1, 2016, at which point the officer will move to Step 1.

**Section 3.** An Officer, excluding rank of Sergeant, assigned to the Detective Bureau as Detective shall receive a stipend of \$3,000 per year payable at the first pay period in November of each year. The stipend is payable prorated per month if the Officer leaves the Detective Bureau before December 31<sup>st</sup> of the current year or is assigned during the current year. A Detective Sergeant shall be compensated at the Sergeant's level of pay.

**Section 4.** An Officer holding a valid and current Emergency Medical Technician (E.M.T.) card shall receive an additional \$500 per year payable at the first pay period in November of each year.

**Section 5.** A newly hired Officer who has not received academy training may, at the discretion of the Township, be paid at a salary 15% below the Probationary Level until graduation when the provisions of the Probationary period shall apply.

## **ARTICLE 14**

### **ASSIGNMENT OF DETECTIVE**

**Section 1.** The Chief of Police shall determine the assignment of detective from the ranks of any Officer. Should the Detective be transferred back to his or her previous assignment, the Chief of Police may do so with these provisions.

- a. A Detective so transferred shall receive compensation at the same salary scale and seniority as would have applied had he not served as a Detective.
- b. The transfer shall be discussed by the Chief of Police and the Officer in charge of the Detective Bureau.

## **ARTICLE 15**

### **COURT TIME**

**Section 1.** The Township shall pay officers required to attend any and all courts, including civil courts, for actions arising out of on-duty activities at a rate of time and one-half of the Officer's hourly rate. This provision does not apply to time spent by Officers in any court or arbitration relating to defending disciplinary charges or for Officers called to testify on behalf of Officers charged with disciplinary charges. Nor does this provision apply to officers who file any lawsuit, complaint or charge against the Township, or any of its agents, employees or representatives.

**Section 2.** Section 1 shall not apply to any Court scheduled during an Officer's regular shift.

**Section 3.** If an Officer is required to appear in court pursuant to Section 1 of this Article, he or she shall be guaranteed three (3) hours of overtime pay if the court appearance does not occur during the Officer's regular shift.

**Section 4.** An Officer who is officially on-call for a Superior Court case shall be compensated for three (3) hours at straight time for each case if the Officer is not called in. Should the Officer be called, he or she shall be paid according to Section 1.



## **ARTICLE 16**

### **VACATION**

**Section 1.** To accommodate both shift and non-shift Officers, vacation shall be calculated in hours. The following vacation schedule shall apply to Officers. Earned vacation time for the upcoming year is credited in advance on January 1<sup>st</sup> for drawdown during the year.

<u>YEARS OF SERVICE</u>	<u>NUMBER OF HOURS</u>
Upon satisfactory completion of 6 months probation	40 hours
1 year	Additional 40 hours
2 through 5 years	80 hours
6 through 20 years	Additional 8 hours each year
21 years through 25 years	200 hours per year
26 years and over	8 additional hours each year

**Section 2.** An Officer may carry over up 40 hours of vacation through December 31<sup>st</sup> of the following year. If the time is not used it shall lapse.

**Section 3.** An Officer who leaves the employ of the Township during that calendar year will have vacation time pro-rated from January 1 to the date of separation based upon length of service. Any unearned vacation time already taken shall be reimbursed to the Township from the Officer's final pay check. An Officer with 25 or more years of service is eligible to receive his or her vacation credit for the entire year, less any used, upon date of separation.

## **ARTICLE 17**

### **HOLIDAYS & HOLIDAY PAY**

**Section 1.** Police Officers covered by this Agreement shall be entitled to ten (10) scheduled and two (2) Floating Holidays per year. A day shall be defined as eight (8) hours. The following are the twelve recognized holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday *	Columbus Day
Washington's Birthday	Veterans' Day *
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

\* Officers may take the two Floating Holidays for a full eight hours (8) at a time of their choosing with the approval of the Chief of Police.

**Section 2.** If an Officer on shift assignment works a holiday, the Holiday Pay shall be paid at time-and-one-half times the current shift hours or have the hours added into Comp Time at time-and-one-half. Eleven (11) hours (or the current shift hours) may be used to reduce Pool Time. If an Officer on shift assignment does not work on the designated holiday, the Holiday Pay shall be for eight hours (or current shift hours) of straight time. These eight (8) hours (or current shift hours) may be utilized to reduce Pool Time.

Holiday Pay will be based on the shift schedule established at the beginning of the calendar year. If Officers voluntarily exchange holiday assignments, there shall be no added cost to the Township.

**Section 3.** If the services of a Police Officer are terminated for any reason, he or she shall be entitled to payment for those holidays that have occurred between January 1 and the date

of his or her separation during the calendar year when the separation from service with the Township Police Department took place.

**Section 4.** Those Officers who work a regular five-day work day shall take the holiday as a paid day off.

## **ARTICLE 18**

### **PERSONAL DAYS**

**Section 1.** After satisfactory completion of the probationary period, Officers shall be eligible for sixteen (16) hours of personal time per year. For Personal Day purposes, a full patrol shift day shall be considered eight (8) hours regardless of the length of the shift. Personal hours are not cumulative. Eight hours may be carried over into the following year, but a calendar year total may not exceed 24 hours.

## **ARTICLE 19**

### **TRAVEL ALLOWANCE**

**Section 1.** Every effort shall be made for an Officer to use a Township vehicle while performing police business or function authorized by the Chief of Police.

**Section 2.** Whenever an Officer uses his or her private vehicle for authorized police business, the Township shall reimburse at the current mileage rate set by the Internal Revenue Service for the distance traveled, plus parking and tolls.

**Section 3.** This Article shall not apply to attendance at the police training school when it is a prerequisite to appointment as a permanent member of the Police Department.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

**Section 1.** The Township and the PBA desire to maintain an amicable and harmonious relationship, so that the Township and its Police Officers, as well as the Public, will benefit. Both parties intend to avoid the occurrence of strife that might cause a disruption of efficient and progressive public service. Because the parties recognize that grievance procedures and binding arbitration have been sanctioned and encouraged by general public authority, the Township and the PBA agree to the following grievance procedure. The term "grievance", as used herein, means any controversy, difference or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Such grievance may be raised by any individual of the PBA.

STEP 1. The aggrieved Officer and his or her immediate superior shall make every earnest effort, after a full disclosure of the facts, to resolve and settle their difference within ten (10) calendar days upon verbal presentation to the Superior. The Superior Officer shall note the grievance and response in writing. Any grievance not brought to the attention of a Superior Officer within fifteen (15) calendar days of its alleged occurrence shall be considered void.

STEP 2. If the grievance cannot be satisfactorily resolved within ten (10) calendar days by aggrieved Officer and the Superior Officer, the Officer shall present the grievance in writing to his or her immediate supervisor and to the Chief of Police.

STEP 3. The Chief of Police must respond in writing within ten (10) calendar days after submittal. If the grievance is not resolved to the satisfaction of both parties within this time period, all the written documentation shall be submitted to the Township Administrator within five (5) calendar days.

STEP 4. The Township Administrator shall then undertake a resolution of the grievance within ten (10) calendar days and shall respond in writing by the end of these ten (10) days.

STEP 5. If the grievance is still unresolved, then the grievance with all the documentation shall be referred to the Township Committee who must review the grievance at its next regularly scheduled meeting provided this meeting occurs at least three days following receipt of the documents. If not, then the grievance shall be considered at the next scheduled meeting. The opinion of the Township Committee shall be written within three (3) days following the meeting.

STEP 6. If the grievance is still not resolved to the satisfaction of both parties, and if the grievance involves a dispute over an interpretation of the Agreement or its terms, the PBA may, within fifteen (15) days of the Township Committee's response, request that the grievance be submitted to arbitration pursuant to the rules of the Public Employment Relations Commission. The decision of the Arbitrator shall be binding upon both parties.

Within ten (10) days after such written notice of submission to binding arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission (PERC). The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the PBA and the Township. The parties agree that one (1) arbitrator only shall be utilized for the arbitration and the rules of the Public Employment Relations Commission (PERC) shall govern the procedure. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he/ she shall take into account judicial and administrative decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

**Section 2.** An aggrieved Officer may be entitled to be represented by a representative of the PBA at any step of the grievance process. The hearing shall not be unreasonably delayed as a result of the inability of the PBA Member being unavailable for attendance.

**Section 3.** The time limits set forth in each Step may be waived and/or extended by mutual written agreement between the parties. All time limits set forth are to be strictly adhered to and if a grievance is not moved to the next step in the grievance procedure within the time provided, it shall be deemed to be waived.

## **ARTICLE 21**

### **COMPENSATORY TIME**

**Section 1.** Compensatory time in lieu of overtime may be taken, subject to prior approval of the Chief of Police.

Officers can request payment at any time for any amount of their accumulated compensatory time. The request shall be in writing to the Chief of Police and will be paid in the next pay period.

**Section 2.** All cumulative compensatory time in accumulated in excess of 160 hours at the end of each given calendar year shall be paid by the Township prior to the expiration of that calendar year

**Section 3.** Payment is always made at the wage rate in effect at the time of payment.

## **ARTICLE 22**

### **RECALL**

**Section 1.** Any Officer who is called back to work to serve for time not a regularly scheduled shift shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate of pay with a minimum guarantee of three (3) hours' pay. This three hour minimum shall not be applicable when an Officer is called in before the Officer's regularly scheduled shift and the Officer remains on duty through his or her shift or when an Officer works time beyond the normal end of the shift.

## **ARTICLE 23**

### **SICK/INJURY LEAVE**

**Section 1.** Full-time Police Officers shall receive sick/injury leave for up to 56 hours each calendar year for illness or injury. Unused hours shall not be carried over to the following year.

**Section 2.** If an Officer has medical problems that may require more than 56 sick leave hours in a twelve (12) consecutive month period or 56 sick leave hours for any one illness, the Chief of Police may grant an additional 24 hours for extended sick or injury leave; but in the case of a shift Officer, the Chief may allow up to 30 hours in addition for extended sick or injury leave. Submission of medical evidence that the sick/injury leave is needed by the Officer may be required.

If an Officer requires additional extended sick leave, the Chief, with the concurrence of the Township Administrator, may grant up to an additional 22 hours for sick/injury leave. Any extended sick or injury leave requirement in a twelve (12) consecutive month period in excess of 96 hours for non shift Officers or 132 hours for shift Officers must be approved by the Township Committee after receipt of a recommendation by the Township Administrator.

All leaves of absence will be under the mandates of the State and Federal Family Leave Acts.

**Section 3.** The Township may require any Officer who has been off duty for a continuous period longer than three scheduled working days to furnish the Township with a physician's statement that the Officer is physically fit and able to resume his or her duties, and the Township shall also have the right to have such Officer examined by a physician of its own choice at Township expense to determine whether or not such Officer is able to resume his or her regular duties as a Police Officer.

**Section 4.** Effective upon the signing of this Agreement, any member of the PBA may, at his/her own choosing, donate up to 44 hours of time off (vacation/sick/comp/personal) a year to any other member in need of extra time off due to an unforeseen hardship. Any donation of time off is strictly voluntary and will not be subject to the grievance article of this contract. Any donation of time can only be made once the PBA member requesting the donation has used all of his/her time for the year. A PBA member making a request for time off shall submit a letter outlining his/her need to the PBA President. The PBA President will notify all members of the PBA and give them ten (10) days to donate, if they so choose. Following expiration of the ten (10) days, the PBA President shall notify the Chief of Police and the Township Administrator of the time to be deducted from each member and donated to the requesting officer. Once donated, the time belongs to the requesting officer, whether used or unused, and will not be returned to the donating officers. Other than adhering to the requirements of this Section, donation of time off will not be denied by Township administration.



**ARTICLE 24**  
**BINDING ARBITRATION**

**Section 1.** Should the parties be unable to agree on an acceptable Agreement at the termination of this one, the disputed issues shall be submitted to binding arbitration, pursuant to the Laws of the State of New Jersey. All disputed issues shall be presented to the Public Employment Relations Commission for the selection of an arbitrator, whose decision shall be final and binding on all the parties. The filing fee, fees and expenses of the arbitrator shall be borne equally by the parties.

**ARTICLE 25**  
**PERSONNEL FILE**

**Section 1.** An Officer must be informed that an entry is being placed in his or her personnel file. An Officer may review the entry and shall be given the opportunity to respond to that entry in writing. Such a response is to be attached to the entry and is to become a part of the personnel file. An Officer who wishes to review his or her personnel file must notify the Chief of Police in advance. The review will take place in the Police Department in the presence of the Chief or a designee. An Officer may have the opportunity to copy documents but will not be permitted to remove any material from the folder.

**Section 2.** An Officer may give written authorization for a PBA representative to review his or her personnel file under the procedure outlined in Section 1. The Officer assumes all risks involved in such disclosure, and no employee of the Township nor the PBA and any of its representatives shall be held accountable of disclosing of information in the files.

## **ARTICLE 26**

### **PBA DELEGATE**

**Section 1.** The Township agrees to grant a day off without loss of pay to one (1) member of the negotiating unit selected by the membership as delegate to attend the regular monthly meeting of the State P.B.A. as long as the day off is regularly scheduled working day. The Township also agrees to grant time off on any regularly scheduled working day for the delegate and one (1) alternate member to attend the mini convention in the spring and main convention in the fall during the dates the conventions are held, provided that the Officer signs a certification of attendance at the convention.

## **ARTICLE 27**

### **MILITARY LEAVE/EXECUTIVE ORDER**

**Section 1.** Any Officer who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the armed forces of the United States and is required to engage in field training or active service, shall be granted a military leave of absence with differential for the period of such training as is authorized by law. This leave of absence shall be in addition to his or her vacation.

## **ARTICLE 28**

### **POOL TIME**

**Section 1.** Should the hours of shift work on average fall short of the standard 2080 hours in a work year, each individual Officer working on shift shall ensure that the Township is made whole by the use of Pool Time hours. Pool Time hours are based on the average number of hours that the shift rotation fails to include, (currently  $69\frac{3}{4}$  with an 11-hour shift).

**Section 2.** Effective upon the signing of this Agreement, Officers may work a minimum of one (1) hour extra per shift, either by beginning their shift one (1) hour earlier or by remaining on duty one (1) hour past their regular quitting time, to make up pool time, up to a maximum of 30 hours per year, with 24 hours advance notice to and approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld.

## **ARTICLE 29**

### **EMBODIMENT OF AGREEMENT**

**Section 1.** This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of Police Officers in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Township and the PBA or any individual Officer covered by the Agreement is hereby superceded.

**Section 2.** During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 3.** This Agreement shall not be modified in whole or in part by the parties except by an agreement, in writing, duly executed by both parties.

**Section 4.** With respect to matters not covered by this Agreement, the Township will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for PBA members without prior negotiation with the PBA.

## **ARTICLE 30**

### **TERM OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect through December 31, 2018, and thereafter from year to year until agreement on a new contract is reached; except if either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party, in writing, no sooner than one hundred twenty (120), nor less than ninety (90) days prior to such expiration date.

**ARTICLE 31**

**SEVERABILITY**

**Section 1.** In the event that any provision of the Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provision of the Agreement shall not be affected, but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate concerning the modification or revision of such provision.

IN WITNESS WHEREOF, the PBA and the Township have executed this Agreement this 17<sup>th</sup> day of February, 2015.

FOR THE BEDMINSTER TOWNSHIP  
PATROLMEN'S BENEVOLENT ASSOCIATION,  
LOCAL 366



Paul Piano, President  
PBA Local 366

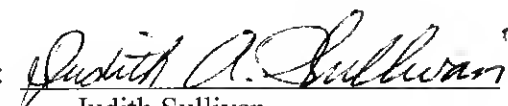
FOR THE TOWNSHIP OF  
BEDMINSTER



Steven E. Parker.  
Mayor

ATTEST:

TOWNSHIP OF BEDMINSTER

By:   
Judith Sullivan,  
Township Clerk

**SCHEDULE A  
FOR OFFICERS HIRED PRIOR TO JANUARY 1, 2014**

	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Sergeant</b>	\$118,100.00	\$119,836.07	\$121,633.61	\$123,458.12	\$125,309.99
<b>8</b>	\$107,443.00	\$109,022.41	\$110,657.75	\$112,317.61	\$114,002.38
<b>7</b>	\$100,432.26	\$101,908.61	\$103,437.24	\$104,988.80	\$106,563.63
<b>6</b>	\$93,430.83	\$94,804.26	\$96,226.32	\$97,669.72	\$99,134.76
<b>5</b>	\$86,429.40	\$87,699.91	\$89,015.41	\$90,350.64	\$91,705.90
<b>4</b>	\$79,427.98	\$80,595.57	\$81,804.50	\$83,031.57	\$84,277.04
<b>3</b>	\$72,426.55	\$73,491.22	\$74,593.58	\$75,712.49	\$76,848.18
<b>2</b>	\$65,425.12	\$66,386.87	\$67,382.67	\$68,393.41	\$69,419.31
<b>1</b>	\$58,423.70	\$59,282.52	\$60,171.76	\$61,074.34	\$61,990.45
<b>Probation</b>	\$45,661.50	\$46,332.72	\$47,027.71	\$47,733.13	\$48,449.13

**SCHEDULE B  
FOR OFFICERS HIRED ON OR AFTER JANUARY 1, 2014**

	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Sergeant</b>	\$118,100.00	\$119,836.07	\$121,633.61	\$123,458.12	\$125,309.99
<b>12</b>	\$107,443.00	\$109,022.41	\$110,657.75	\$112,317.61	\$114,002.38
<b>11</b>	\$101,408.00	\$102,898.70	\$104,442.18	\$106,008.81	\$107,598.94
<b>10</b>	\$96,280.00	\$97,695.32	\$99,160.75	\$100,648.16	\$102,157.88
<b>9</b>	\$91,152.00	\$92,491.93	\$93,879.31	\$95,287.50	\$96,716.82
<b>8</b>	\$86,024.00	\$87,288.55	\$88,597.88	\$89,926.85	\$91,275.75
<b>7</b>	\$80,896.00	\$82,085.17	\$83,316.45	\$84,566.20	\$85,834.69
<b>6</b>	\$75,768.00	\$76,881.79	\$78,035.02	\$79,205.54	\$80,393.62
<b>5</b>	\$70,640.00	\$71,678.41	\$72,753.58	\$73,844.89	\$74,952.56
<b>4</b>	\$65,512.00	\$66,475.03	\$67,472.15	\$68,484.23	\$69,511.50
<b>3</b>	\$60,384.00	\$61,271.64	\$62,190.72	\$63,123.58	\$64,070.43
<b>2</b>	\$55,256.00	\$56,068.26	\$56,909.29	\$57,762.93	\$58,629.37
<b>1</b>	\$50,398.00	\$51,138.85	\$51,905.93	\$52,684.52	\$53,474.79
<b>Probation</b>	\$45,000.00	\$45,661.50	\$46,346.42	\$47,041.62	\$47,747.24